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|---|--|--|--|--|---|---|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 36 | | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 19BR2521Q0002 | | |
| 6. SOLICITATION ISSUE DATE March 12, 2021 | | | | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL | | a. NAME Paulo Figueira | | | b. TELEPHONE NUMBER(No collect calls) 55 61 3312-7201 | | 8. OFFER DUE DATE/ LOCAL TIME March 29, 2021 | |
| 9. ISSUED BY AMERICAN EMBASSY – BRASÍLIA GENERAL SERVICES OFFICE SES QD 801 – LT 03 Av. Nações BRASILIA, DF, BRAZIL | | | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | |
| | | | | | | 12. DISCOUNT TERMS | | |
| | | | | | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | |
| | | | | | | 13b. RATING | | |
| 15. DELIVER TO SAMES AS BLOCK #9 | | | | 16. ADMINISTERED BY SAME AS BLOCK #9 | | | | |
| 17a. CONTRACTOR/ OFFEROR | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY FINANCIAL AND MANAGEMENT OFFICE – FMO U.S. EMBASSY BRASILIA, BRAZIL | | |
| TELEPHONE NO. | | | | | | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | | 22. UNIT | | |
| | | Daily press media summaries for U.S. Embassy Brasilia | | | | | | |
| | | (Use Reverse and/or Attach Additional Sheets as Necessary) | | | | | | |
| | | | | | | 23. UNIT PRICE | | |
| | | | | | | See attached pages | | |
| | | | | | | 24. AMOUNT | | |
| | | | | | | See attached pages | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | | |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | | | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN THREE (3) COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or Print) | | 31c. DATE SIGNED | | |
| | | | | CHRISTINE EICHINGER | | | | |

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER
19BR2521Q0002
PRICES BLOCK 23 & BLOCK 20

A. Price and Payment

A.1. Price and Scope of Services:

The Government will pay for services under this contract at a fixed rate. This rate shall cover all costs associated with the preparation of the summary, such as subscriptions to news products, website hosting, translation requirements, including preparation of the translation, materials, overhead and profit needed to prepare the report. The Government will not pay any additional expenses.

The Government shall reimburse the Contractor on a monthly basis upon receiving the COR's approval.

A.1.1 PRICING FOR BASE YEAR:

The rate for this contract in REAIS shall be:

I.

| Estimated days | X | Day rate REAL | Ceiling Price REAL |
|-----------------------|----------|--------------------------|-------------------------------|
| 365 | | | |

II. Cost of newspapers and magazine (online subscription): *Correio Braziliense, O Estado de S. Paulo, Folha de S. Paulo, O Globo, Valor Economico, Veja, Época, IstoÉ, Crusoé, .*

| Months | X | Total Cost 10 Online Subscription | Ceiling Price REAL |
|---------------|----------|--|-------------------------------|
| 12 | | | |

- III. Cost of cable Tv Subscription: GloboNews, Bandnews, RecordNews, CNNBrasil.

| Months | X | 4 TV Channels | Ceiling Price REAL |
|--------|---|---------------|-----------------------|
| 12 | | | |

- IV. Cost of webhosting

| Months | X | Webhost | Ceiling Price REAL |
|--------|---|---------|-----------------------|
| 12 | | | |

PRICING FOR FIRST OPTION YEAR:

- I. The rate for this contract in REAIS shall be:

| Estimated days | X | Day rate REAL | Ceiling Price REAL |
|----------------|---|------------------|-----------------------|
| 365 | | | |

- II. Cost of newspapers and magazine (online subscription): *Correio Braziliense, O Estado de S. Paulo, Folha de S. Paulo, O Globo, Valor Economico, Veja, Época, IstoÉ, Poder360, Crusoé.*

| Months | X | Total Cost 10 Online Subscription | Ceiling Price REAL |
|--------|---|--------------------------------------|-----------------------|
| 12 | | | |

- III. Cost of cable Tv Subscription: GloboNews, Bandnews, RecordNews, CNNBrasil.

| Months | X | 4 TV Channels | Ceiling Price REAL |
|--------|---|---------------|-----------------------|
| 12 | | | |

- V. Cost of webhosting

| Months | X | Webhost | Ceiling Price REAL |
|--------|---|---------|-----------------------|
| 12 | | | |

A.1.3 PRICING FOR SECOND OPTION YEAR:

- I. The rate for this contract in REAIS shall be:

| Estimated days | X | Day rate REAL | Ceiling Price REAL |
|----------------|---|------------------|-----------------------|
| 365 | | | |

- II. Cost of newspapers and magazine (online subscription): *Correio Braziliense, O Estado de S. Paulo, Folha de S. Paulo, O Globo, Valor Economico, Veja, Época and IstoÉ, Poder360, Crusoé.*

| Months | X | Total Cost 10 Online Subscription | Ceiling Price REAL |
|--------|---|-----------------------------------|--------------------|
| 12 | | | |

III. Cost of cable Tv Subscription: GloboNews, Bandnews, RecordNews, CNNBrasil.

| Months | X | 4 TV Channels | Ceiling Price REAL |
|--------|---|---------------|--------------------|
| 12 | | | |

VI. Cost of webhosting

| Months | X | Webhost | Ceiling Price REAL |
|--------|---|---------|--------------------|
| 12 | | | |

Grand Total to include three years BRL R\$ REAL _____

A.2 Payment

The Contractor shall submit an invoice for payment in the proper amount in BRL (R\$) REAIS with the contract number on it to the following address:

U.S. Embassy Brasilia – DBO
BrasiliaDBO@state.gov

Definitions:

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"Government" means the United States Government unless otherwise stated.

B. Statement of Work.

This contract entails the following products:

- 1) Emailed media summaries in English delivered by 730am (Brasilia time zone) on business days
- 2) Emailed media summary in English with new items delivered on a rolling basis during the day between 9am and 5pm (Brasilia time zone) on business days as major news on either television or print outlets breaks
- 3) Emailed media summaries in English delivered by 12pm (Brasilia time zone) on weekends and holidays observed by the U.S. Embassy in Brasilia (list of holidays is kept on br.usembassy.gov)
- 4) A password-protected website with fuller summaries or articles to which the emailed content links

The media summaries summarize the news as reported in Brazil by national, regional and local news outlets, on political, economic, social and cultural issues.

The final, English media report format should be dynamic, arriving as both an email newsletter or an attachment and a corresponding, responsive (viewable on desktop or mobile) protected website linked to from the newsletter. The format should, where possible, be visual, including graphics from source material as available. It will be organized around the following categories:

- **U.S. Mission in the News** (items in Brazilian press referring to the U.S. Embassy and Consulates in Brazil)
- **U.S. – Brazil Relations** (those items in Brazilian press not referencing the U.S. Embassy and Consulates, but referring to issues in the U.S.-Brazil relationship)
- **Political** (those items in Brazilian press referring to Brazilian political news)
- **Economic** (those items in Brazilian press referring to Brazilian economic news)
- **Emerging Technology** (Those items in Brazilian press referring to 5G networks, technology, cybersecurity, etc. in Brazil).
- **Education:** (those items in Brazilian press referring to Brazilian education news)

- **Environment** (those items in Brazilian press referring to Brazilian environmental news)
- **Health** (those items in Brazilian press referring to Brazilian health news)
- **Security** (those items in Brazilian press referring to Brazilian law enforcement news)
- **Foreign Affairs** (those items in Brazilian press referring to Brazilian foreign affairs news)
- **Brazil in International News** (those items in international press referring to Brazil)

PRODUCT DELIVERY

The service should provide summaries of the morning's headlines from each of the categories in the morning and news that broke after the previous morning's report. The service should also highlight breaking news items during the day. Users should be able to subscribe to subject categories to receive these subsequent updates tailored to their subscribed interests. Each summary will be formatted into a short paragraph and should include on average three succinct sentences, as well as links to the primary sources reporting on the news item, to include video or audio clips when coming from broadcast networks. An appropriate number of summaries for each category in the morning will depend on the amount of news in a given category, but on average would run from two to eight summaries per category with one to five headlines from the different outlets covering the story included in each summary. Each headline should include the link to the source.

This general rule of shorter-is-better should be "broken" for stories that require further development/coverage such as:

- a. Interviews by the Ambassador or other USG officials, or articles in which they are being quoted, to include the primary quotes from the official that shaped the article.
- b. Major statements by the President of Brazil
- c. News items that carry different opinions, viewpoints, responses, to capture the various responses.
- d. Breaking news that requires greater detail to understand what happened. Do not copy and paste day to day as stories remain in the news, if additional information is reported please include what is new to the story. If nothing new is reported simply include the headline and indicate that no new information has been reported
- e. Think-piece stories: interviews w/ the Foreign Minister or other Executive branch representatives, editorial pieces, etc.

Each news item should reference its source or sources, and provide links to the source(s) analyzed and referenced. One to five links are sufficient for each news item summary unless separate sources contain distinct and relevant content referenced in the summary,

in which case each of these distinct sources should be referenced and include links. Include key quotes by national, regional or local government officials with regards to bilateral issues.

The media report will be delivered by email, organized by the above-referenced categories, and using a to-be-agreed upon format that is readable whether rendered in plain text or graphic format.

The Contractor will maintain the content on a website for a minimum of 6 months. Each day's delivery should be hosted on a unique URL. The website should be restricted to specific email domains and utilize industry standard security such as HTTPS and the Contractor is expected to outline how it is protecting connections as well as subscriber data on the website.

CONTENT

The media report should prioritize any news related to the U.S. Government, the U.S. Embassy and Consulates in Brazil, U.S.-Brazil related news, as well as pre-identified important topics trending in Brazil. The following outlines those categories and type of content expected (the content below is for reference only and not all-encompassing):

- **U.S. Embassy in the News:** stories on U.S. Embassy programs or activities (Ambassador, Consuls General, key Embassy participation in events, travel/visits, exchange activities, etc.), bilateral relations (official bilateral talks, government to government meetings, VIP visitors from the U.S. Government, etc.).
- **U.S.-Brazil Relations:** stories involving activities that have a U.S.-Brazil connection, including federal, state and local governments, business/economic, trade, social, cultural activities, U.S. Government policy, etc.
- **Political:** political party, politician and election activity; political reforms and other relevant legislation; corruption; social trends affecting vulnerable segments of the population (women/girls, LGBT, race, immigrants/refugees, etc.).
- **Economic:** Brazilian economic and commercial activity, sale/purchase/privatization of large Brazilian companies; developments in the financial sector; trade and investment numbers, trade negotiations, agreements, and organizations; energy (oil, gas, power, renewables) and mining; entrepreneurship, innovation, education, science and technology; intellectual property rights, contraband, fake goods; infrastructure;
- **Education:** major developments in higher education, ENEM, English language education, Brazilian university rankings, education agreements with international partners
- **Environment:** deforestation, national park management, fires, sustainable development, environmental crimes, wildlife trafficking, illegal logging, extreme meteorological events (such as major flooding)
- **Health:** COVID-19, vaccine development, major developments in SUS, outbreaks of infectious diseases
- **Emerging Tech:** 5G, cybersecurity, tech startups, IoT, autonomous transport systems, medical research, AI, biometrics, space technology
- **Security:** changes to public security, military or police structure, policy or organization; money laundering and multinational crime (terrorism, trafficking in

persons, drug cartels, weapons smuggling) financing, drug interdictions, and trafficking of narcotics, arms/weapons, persons.

- **Foreign Affairs:** Brazil's bilateral relations with other strategic countries, both regionally as well as globally. Brazil's relations and participation in multilateral fora and institutions, such as Mercosul, ALBA, the UN, EU, etc.
- **Brazil in International News:** Top trending stories or editorial pieces on Brazil, as they appear in the major U.S./international new outlets.

The Embassy and Consulates may provide additional topics or items as they arise or become relevant.

On an exceptional basis, and only as requested by the Embassy, the Contractor will provide more extensive coverage and media analysis on a specific topic to cover either a breaking news or top news story. The coverage would include the issues/news/quotes as reported by differing news outlets (print/online and broadcast), as well as a brief summary on the topic.

NEWS SOURCES

The Contractor will follow and include news as reported in the following Brazilian media. Preference should be given to TV, then print/online, then radio:

- **TV:** TV Band, TV Globo, GloboNews, RecordTV, RecordNews, BandNews, CNN Brasil specifically the following programs: Jornal Nacional, Bom dia Brasil, Fantástico, Jornal das Dez, Manhattan Connection, Jornal da Band, Jornal da Record. Links to video clips with the appropriate covered content will be provided.
- **Print/Online:** Folha de São Paulo, O Estado de São Paulo, O Globo, G1, Correio Braziliense, Valor Econômico, Veja, Época, IstoÉ, R7, DefesaNet, Crusoé, UOL.com, O Antagonista, Zero Hora
- **Radio:** Voz do Brasil, CBN Radio, Jovem Pan, Band News FM

Upon request, the Contractor will also include reporting from other news sources, for example, when U.S. government visitors and/or diplomats are covered or interviewed in specialty outlets.

FORMATTING

The format of the emailed and website content should be driven by user experience design principles. The most relevant information easily sourced and quickly accessed for more profound exploration. The categories laid out in this scope of work represent the priority pieces of information sought, but how that information is presented will be finalized based on conversations between the Embassy and Contractor. Baseline expectations of presentation are the following:

FONT:

Clean and easily readable, using common fonts, in a visually interesting and easy-to-follow format.

HEADLINES: Headlines should be set off from the rest of the summary text. The source of the headline should be connected to it. Possible design examples:

Meirelles: Potential GDP to be 4% in four years – *O Globo*

GDP may grow 4% in four years, Meirelles says
Folha de S. Paulo

CATEGORY: Categories should be prominent as they serve as the first level of information filter by users.

PUBLICATION AND AUTHOR NAMES: In the summary, any reference to the name of the publication or author should be shortened. An example:

Op-ed by Clovis Rossi: Failure goes beyond jails – Folha de S. Paulo: Writing about the massacre in Manaus, Rossi compares the total number of people killed by police officers in the U.K. in 2016 (five), while noting that in Brazil, in 2015, local police killed nine people per day. He also noted that, in Brazil, 393 police officers were killed in 2015. “This is an unsurmountable abyss of civilization,” he opines.

HYPERLINKS: Hyperlinks should be easily distinguishable, and easily found. Each summary should have a link to the original text. One example:

Editorial: Symbolic abstention (Israel) – [*Folha de S. Paulo*](#)

SEQUENCE OF TOPICS

Categories should be sequenced in the order laid out under “Content” above in the emailed report. Articles should be tagged on the website to allow for subscription, filtering, categorization, and aggregated reporting. However, the default view for dynamic content would be in the order.

Within each category, news summaries should be prioritized based on the level of reporting (front page news at the top). For U.S.-related news, reference to senior U.S. Embassy and Consulate officials or U.S. Government officials should be followed by more generic references to U.S. policy or actions.

In the event an article/news item could fit under multiple categories (such as U.S.-Brazil Relations and Economics), it should go under the U.S.-related category.

COMMON USAGE

- Use quotation marks as appropriate.
- Remember: it's = shortened form of it is; its = possessive form of it
Shortcut trick: If unsure which to use, replace the phrase with "it is". If the sentence still makes sense grammatically, use "it's". If it doesn't, use "its"
- Common mistakes with apostrophes:
Plural nouns that end in -s = add just an apostrophe after the s ex: girls' school
Names that end in -s = add an apostrophe + s ex: Charles's
- Okay to use USG when referring to the US government. GoB is permitted for Government of Brazil.
- Use U.S. as an adjective only (e.g., U.S. policy), and the United States as a noun.
- Do the same for UN (Use UN for adjectives, but United Nations as a noun). Note that UN does not require initial periods, although U.S. does.
- Spell out uncommon or rarely used acronyms. For commonly used ones see guide below.
- Ellipses to indicate a run-off quotation are three periods with one space between each period, as in ". . . boost its economy . . ." or to highlight certain parts of a quote.
- Spell out all city and state names. Use Sao Paulo, not SP or S. Paulo, except in the case of *O Estado de S. Paulo* and *Folha de S. Paulo*.
- Non-English characters: Generally avoid all foreign characters, such as accent marks, letters with tildes, umlauts, and the like. Use Sao Paulo, not São Paulo. When a foreign word is used, such as *mensalao*, use italics.
- Use "%" instead of "percent."
- Names and Titles. In general, capitalize all names. Capitalize titles when specific to an individual person or position. For example, Ambassador McKinley met with the European ambassadors.
- Dates: Write October 2, 2017, not October 2nd, 2017. Or October 2017. Or October 2.
- Currencies: Express U.S. dollar amounts using the US\$ sign and the numbers, as in US\$200 million loan, and Brazilian currency as R\$ and the numbers, as in R\$9.15 billion.
- Numbers:
 - Spell out numbers one to nine. For 10 and above use numerals.
 - Use 100,000 instead of 100 thousand – use period after percentage 1.3% and commas to separate thousands, etc: 200,000. Between 1 and 9 – you can spell out; between 10 and 999,999 please use the actual figures. 1 million can be abbreviated as 1 mn, 1 billion as 1bn, etc.Remember to separate numbers, like those above using commas and not periods; decimals and percentages use periods and not commas (just the opposite of Portuguese usages)
- Historic vs. historical: Historic refers to something that is important, influential or momentous in history. Example – This year's SoA was an historic occasion. Historical refers to anything from the past, whether it's important or not. Example – The museum's gift shop sells historical replicas.

- Names of newspaper correspondents: There is no need to include. Just say “the daily” or “*Folha*” or “*O Globo*”. If it is an editorial or columnist it is ok to include the name of the commentator.
- Pay special attention to prepositions.

ACRONYMS

As a general rule, acronyms must be spelled out on first reference. Exceptions are listed below.

Spell out Assistant Secretary, Under Secretary, Ambassador, Senator, etc., except when used in a list (e.g., for appointment requests).

Acronyms that do NOT need to be spelled out on first reference:

| | | | | | | |
|------|-------------|-------|------|--------|------|---------|
| APEC | ASEAN | USAID | DHS | UK | NSA | DoD |
| EU | CARICOM | IMF | USG | UNESCO | OAS | NGO |
| CIA | COM, DCM | NATO | NASA | UNSC | UNGA | NSC/NSS |
| UN | | | | | | |

C. Contractor Furnished Property

1. The Contractor shall perform all required duties at own premises and provide all the necessary equipment, stationary, communication tools, etc., needed to deliver the required services.
2. The Contractor shall be responsible to purchase the newspapers on a daily basis, as well as to purchase online subscriptions, and provide invoices to the COR.
3. The Government shall reimburse the Contractor on a monthly basis the cost of newspapers and subscriptions.

D. Delivery

The media report will be delivered:

- 1) Emailed media summaries in English delivered by 730am (Brasilia time zone) on business days
- 2) Emailed media summary in English with new items delivered on a rolling basis during the day between 9am and 5pm (Brasilia time zone) on business days as major news on either television or print outlets breaks
- 3) Emailed media summaries in English delivered by 12pm (Brasilia time zone) on weekends and holidays observed by the U.S. Embassy in Brasilia (list of holidays is kept on br.usembassy.gov).

D.1 Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

| PERFORMANCE REQUIREMENT | PERFORMANCE STANDARD | PERFORMANCE MEASUREMENT |
|---|---|---|
| <i>Quality of Supervision:</i> | <i>Contracting Officer (CO) shall receive no more than 1 valid complaint from the Contracting Officer's Representative (COR) concerning quality of summary, received during a one-month period.</i> | <i>Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.</i> |
| <i>Documentation and Reporting Requirements:</i> | <i>Each summary report shall be accurately prepared and presented. 100% of the information gathered must be relevant and accurate.</i> | <i>Review records and reports, randomly verify testing procedures, observation, and detailed analysis.</i> |

D.1.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

D.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

D.1.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

E. Period of Performance

The period of performance is from the date of the Notice to proceed and to continue for 12 months with two one-year options for renewal.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (OCT 2018) DEVIATION 2017-02 (JUNE 2017), is incorporated by reference (See SF-1449, Block 27A)

Substitute the following paragraph (r) for that in the referenced basic clause.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jun 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

✓(3)[52.204-24](#), Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

✓[52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

✓ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101note](#)).
- ✓ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11)
- (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- ___ (12)
- (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)
- ✓ [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020).
- ___ (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Jun 2020) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ✓ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ✓ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- ___ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- ✓ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- ___ (30)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- ___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- ___ (31)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- ___ (32)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- ___ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (35)
- (✓i) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37)
- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)
- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41)
- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ___ (43)
- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ✓ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- ___ (47)
- (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (May 2014) ([41 U.S.C. chapter 83](#)).
- ___ (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of [52.225-3](#).
- ___ (iii) Alternate II (May 2014) of [52.225-3](#).
- ___ (iv) Alternate III (May 2014) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ✓ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).

___ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

✓ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

✓ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C.3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C.3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

___ (iii) Alternate II (Feb 2006) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C.4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C.793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C.4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.229-12 Tax on Certain Foreign Procurements—Notice and Representation (Jun 2020)

(a) *Definitions.* As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in [26 U.S.C. 7701](#)(a)(30), means—

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701](#)(a)(31)); and

(5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision [52.229-11](#), Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under [26 U.S.C. 5000C](#); and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e)Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the [26 U.S.C. 5000C](#) tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue.

(f)Taxes imposed under [26 U.S.C. 5000C](#) may not be—

(1)Included in the contract price; nor

(2)Reimbursed.

(g)A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go

to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition Website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

CLAUSE

TITLE AND DATE

| | |
|-----------|---|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) |
|-----------|---|

- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (OCT 2018)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-3 WORKERS' COMPENSATION INSURANCE (Defense Base Act) JUL 2014
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARDS INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 TAXES-FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

The following FAR clause(s) is/are provided in full text:

- 52.216-18 ORDERING (OCT 1995)

Reserved.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

- 52.216-19 ORDER LIMITATIONS (OCT 1995)

Reserved

52.216-22 INDEFINITE QUANTITY (OCT 1995)

Reserved

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3) years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clause(s) is/are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

Reserved.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices preferably by email to BRASILIADBO@state.gov or in an original and *1 (one)* copy to:

U.S. EMBASSY BRASILIA
FINANCIAL AND MANAGEMENT OFFICE – DBO
SES QD 801 – LT 03 Av. Nações
BRASILIA, DF, BRAZIL
+55-61-3312-7000

To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 Observance of Legal Holidays and Administrative Leave

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is: PAO – Officer – Public Affairs in Brasilia.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden “compliance with the boycott”, and are therefore exempted from Section 8(a)’s prohibitions listed in paragraphs (a)(1) through (6) above:

(1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS
WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FEB 2012), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

| <u>Clause</u> | <u>Title and Date</u> |
|---------------|--|
| 52.209-7 | Information Regarding Responsibility Matters (FEB 2012) |
| 52.209-9 | Updates of Information Regarding Responsibility Matters (FEB 2012) |
| 52.214-34 | Submission of Offers in the English Language (APR 1991) |
| 52.225-25 | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Dec 2012) |

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Mr. Kirn Braich at Tel **55 61 3312-7022**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

- The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value, as defined in FAR 2.101, after evaluation in accordance with the factors-outlined in the solicitation as well as at least one sample media summary from one day between April 27 and May 22, 2015 (offeror can opt to provide up to two sample summaries for two different days during the aforementioned time period; more than two sample summaries will not be reviewed). The sample summary (ies) should be attached to the proposal and submitted by the offeror as part of the final proposal. The quoter shall submit a completed solicitation, including Sections 1 and 4;
- The Government reserves the right to reject proposals that are unreasonably low or high in price or that fail to include one sample media summary;
- The best value will be determined based on the sample summary (ies) submitted together with the other factors, including offered prices for services. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options;
- The Government will determine best value also by requesting a work sample from each offeror's to assure quality of services with the terms of the RFQ.
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- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

Reserved.

END OF SOLICITATION